

Fill in this information to identify the case:

Debtor 1 Donald E Phillips, Jr.
Debtor 2 _____
(Spouse if Filing)
United States Bankruptcy Court for the: Southern District of OH
(State)
Case Number 18-53542

Official Form 410S1

Notice of Mortgage Payment Change

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of Creditor PennyMac Holdings, LLC Court claim no. (if known): 4

Last 4 digits of any number you use to identify the debtor's account: 4061

Date of payment change:
Must be at least 21 days after date of August 1, 2019
this notice

New total payment: 485.70
Principal, interest, and escrow, if any

Part 1: Escrow Account Payment Adjustment

1. Will there be a change in the debtor's escrow account payment?

☐ No

☒ Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why:

Current escrow payment: \$ 139.68

New escrow Payment: \$ 140.68

Part 2: Mortgage Payment Adjustment

2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate on the debtor's variable-rate account?

☐ No

☒ Yes Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why:

Current interest rate 8.62500%

New Interest rate: 8.25000%

Current principal and interest payment: \$ 350.18

New principal and interest payment: \$ 345.02

Part 3: Other Payment Change

1. Will there be a change in the debtor's mortgage payment for a reason not listed above?

☒ No

☐ Yes Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.)

Reason for Change: _____

Current mortgage payment: \$ _____

New Mortgage Payment: \$ _____

Debtor 1

Donald
First Name

E
Middle Name

Phillips, Jr.
Last Name

Case Number (if
known)

18-53542

Part 4: Sign Here

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box:

☐ I am the creditor

☒ I am the creditor's attorney or authorized agent.

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief:

☒ /s/ Steven H. Patterson

Signature

Date 06/21/2019

Print:

Steven

H.

Patterson (0073452)

Title

Attorney for Creditor

First Name

Middle Name

Last Name

Company

Reisenfeld & Associates LLC

Address

3962

Red Bank Road

Number

Street

Cincinnati

OH

45227

City

State

Zip Code

Contact Phone

(513) 322 - 7000

Email

ohbk@rslegal.com

CERTIFICATE OF SERVICE

I certify that on the 21st day of June, 2019 a copy of the foregoing was served:

Via the Court's electronic case filing system on these entities and individuals who are listed on the Court's Electronic Mail Notice List:

Via ECF Mail:

Rose M Fox, Debtor's Counsel
rfox@rrochio.com

Frank M Pees, Bankruptcy Trustee
trustee@ch13.org

U.S. Trustee
ustpre09.cb.ecf@usdoj.gov

Via Regular U.S. Mail, postage prepaid on:

Donald E Phillips, Jr. , Debtor
401 Fowlers Lane
New Lexington, OH 43764

/s/ Steven H. Patterson
Steven H. Patterson, Esq.



P.O.Box 514387
LOS ANGELES, CA 90051-4387

Notice Date: June 3, 2019

Loan Number:
Property Address:

401 FOWLERS LN
NEW LEXINGTON, OH 43764

DONALD E PHILLIPS JR
401 FOWLERS LN
NEW LEXINGTON, OH 43764

Changes to Your Mortgage Interest Rate Effective July 01, 2019

ABOUT YOUR LOAN

We are writing to notify you that under the terms of your Adjustable Rate Mortgage (ARM) Note, your interest/payment changed 6 month(s) ago. Your mortgage payment will change on August 01, 2019. After that, your interest rate may change every 6 month(s) for the rest of your loan term. Any change in your interest rate may also change your mortgage payment. The information below outlines the changes that will be made to your loan as a result of this adjustment.

WHAT THIS MEANS

Here is a comparison of your current interest rate versus your new interest rate.

	Current Rate and Monthly Payment	New Rate and Monthly Payment
Interest Rate	8.62500%	8.25000%
Principal	\$160.42	\$164.62
Interest	\$189.76	\$180.40
Escrow (Taxes & Insurance)	\$139.68	\$139.68
Buydown (if applicable)	\$0.00	\$0.00
Total Monthly Payment	\$489.86	\$484.70 (due August 01, 2019)

Interest Rate: We calculated your interest rate by adding the index rate of 2.51663% plus the margin of 5.75000% (the margin is the addition of a certain number of percentage points to the index) then rounding the result N (Values: N=Nearest, U=Up, D=Down) by a rounding factor of 0.12500, with the result being subject to the rate cap limitations defined in your mortgage agreement. Under your loan agreement, your index rate is the 6 MONTH LIBOR - WALL STREET JOURNAL and your margin is 5.75000%. The 6 MONTH LIBOR - WALL STREET JOURNAL index is published every 1 day(s) in [HTTP://ONLINE.WSJ.COM/MDC/PUBLIC/PAGE/2_3020-LIBOR.HTML](http://ONLINE.WSJ.COM/MDC/PUBLIC/PAGE/2_3020-LIBOR.HTML).

Toll-Free: (800) 777-4001

M - F 6:00 AM - 6:00 PM PT
SAT 7:00 AM - 11:00 AM PT
Toll-Free Fax: (866) 577-7205

Website: www.PennyMacUSA.com

Secure Messaging Online:
Create an account and/or log in to
<http://www.PennyMacUSA.com>, then look for the
Secured Message Center to communicate with
us securely.

Payments:

Standard Address:
P.O. Box 30597
Los Angeles, CA 90030-0597
Overnight Address:
Attn: Lockbox Operations
20500 Belshaw Ave.
Carson, CA 90746
(Please do not send correspondence)

Correspondence:

Attn: Correspondence Unit
P.O. Box 514387
Los Angeles, CA 90051-4387
(Please do not send payments)

Rate Limit(s): Your rate cannot go higher than 17.05000% or lower than 5.75000% for the life of the loan. Your rate can change each adjustment by no more than 1.00000% and no less than 1.00000%. The subsequent change will be effective with the **February 01, 2020** payment for which your rate can change each adjustment by no more than 1.00000% and no less than 1.00000%.

New Interest Rate and Monthly Payment: The table above shows your new interest rate and new monthly payment. Your new payment is based on the 6 MONTH LIBOR - WALL STREET JOURNAL index; available July 1, 2019 (adjusted for weekends and holidays), your margin, your loan balance of \$26,240.29, and your remaining loan term of 108 months.

WHAT DO I NEED TO DO?

No action is required from you at this time. However, if you anticipate problems making your payments as a result of this interest rate change:

- Contact PennyMac Loan Services, LLC at (800) 777-4001 as soon as possible.
- The following options **may** be available to help make your new payments more affordable (most are subject to lender approval):
 - **Refinance your loan** with us or another lender;
 - **Sell your home** and use the proceeds to pay off your loan;
 - **Modify your loan terms** with us to achieve more affordable monthly payments;
 - **Payment forbearance**, which temporarily gives you more time to pay your monthly payment(s).

IMPORTANT INFORMATION

If you are enrolled in a PennyMac AutoPay program, the new payment amount will be drafted on your scheduled draft date. (If you pay additional funds towards principal via your AutoPay Plan, please note that amount will not change.) If you pay via online bill payment, please update the payment amount with your financial institution to ensure timely processing of your payment.

When you pay with a check, you authorize PennyMac either to use information from your check to make a one-time electronic fund transfer (EFT) from your account, or to process the payment as a check transaction. When we use information from your check to make an EFT, funds may be withdrawn from your account on the same day PennyMac receives your payment. Please note that your financial institution will not send back your check. If funds are returned unpaid, a return service charge may be assessed to your loan whether processing your payment as a check or an EFT, as allowed by applicable law.

If you would like contact information for counseling agencies or programs in your area, call the U.S. Department of Housing and Urban Development (HUD) at (800) 569-4287 or visit www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm. If you would like contact information for a State housing finance agency, visit the U.S. Consumer Financial Protection Bureau (CFPB) at <http://www.consumerfinance.gov>.

QUESTIONS? CONTACT US

If you have any questions please contact our Customer Service Department at (800) 777-4001. Our office hours are 6:00 AM to 6:00 PM PT, Monday through Friday, and 7:00 AM to 11:00 AM Saturday PT.

In accordance with the Fair Debt Collection Practices Act, 15 U.S.C. section 1692 et seq., debt collectors are prohibited from engaging in abusive, deceptive, and unfair debt collection efforts, including but not limited to: (i) the use or threat of violence; (ii) the use of obscene or profane language; and (iii) repeated phone calls made with the intent to annoy, abuse, or harass.

NEW YORK - If a creditor or debt collector receives a money judgment against you in court, state and federal laws prevent the following types of income from being taken to pay the debt: 1) Supplemental security income (SSI); 2) Social security; 3) Public assistance (welfare); 4) Spousal support, maintenance (alimony) or child support; 5) Unemployment benefits; 6) Disability benefits; 7) Workers' compensation benefits; 8) Public or private pensions; 9) Veterans' benefits; 10) Federal student loans, federal student grants, and federal work study funds; and 11) Ninety percent of your wages or salary earned in the last sixty days. PennyMac Loan Services, LLC is registered with the Superintendent of the New York State Department of Financial Services (Department). You may obtain further information or file a complaint by calling the Department's Consumer Assistance Unit at 1-800-342-3736 or by visiting www.dfs.ny.gov.

OREGON - Residential mortgage loan services are regulated by the Oregon Division of Financial Regulation. To file a complaint, call (866) 814-9710 or visit <http://dfr.oregon.gov>.

This is an attempt by a debt collector to collect a debt and any information obtained will be used for that purpose. However, if your account is subject to pending bankruptcy proceedings or if you have received a discharge in bankruptcy, this statement is for informational purposes only and is not an attempt to collect a debt against you personally.

Licensing Information



P.O. Box 514387
Los Angeles, CA 90051-4387

Escrow Account Disclosure Statement

Statement Date: June 6, 2019
Loan Number:

Property Address:
401 FOWLERS LN
NEW LEXINGTON OH 43764

Questions? Visit our website @
www.PennyMacUSA.com
(800) 777 - 4001 (Se Habla Español)
M - F: 6:00 AM - 6:00 PM PT
Sat: 7:00 AM - 11:00 AM PT

DONALD E PHILLIPS JR
401 FOWLERS LN
NEW LEXINGTON, OH 43764-1325

Annual Escrow Account Review

At least once each year, PennyMac Loan Services, LLC ("PennyMac") reviews your escrow account to make sure there is enough money to pay your property taxes and/or insurance premiums. This statement informs you of any adjustments to your monthly payment, shows you how much money you currently have in your escrow account and how much you will need in the next 12 months.

Your New Mortgage Payment

During the next year, your escrow account balance is projected to have a shortage and/or escrow reserve payment (meaning not enough funds to pay your taxes and/or insurance as they come due). See Your Escrow Shortage and/or Escrow Reserve section on page 3 for more details.

Option A: If you choose not to pay the shortage and/or escrow reserve in full, no action is required. The shortage will be automatically spread over 12 months. Your new mortgage payment will be \$485.70 starting on August 1, 2019.

Option B: If you choose to pay your shortage and/or escrow reserve of \$14.97 in full, your new mortgage payment will be \$484.46 starting on August 1, 2019. To pay the shortage and/or escrow reserve, you can use the coupon below, pay online or call our Customer Service Department at the number listed above.

Description	Current Monthly Payment Amount	Option A Spread Shortage Over 12 Months	Option B Pay Shortage and/or Reserve In Full
Principal and Interest	\$315.76	\$345.02	\$345.02
Escrow Payment	\$128.09	\$139.44	\$139.44
Escrow Reserve Payment	\$0.00	\$1.24	\$0.00
Total Payment Amount	\$443.85	\$485.70	\$484.46

The terms of your adjustable rate loan may result in changes to the monthly Principal and Interest payments during the year.



Escrow Shortage and/or Escrow Reserve Amount: \$14.97

Payment Due Date: August 01, 2019

Make check payable to: PENNYMAC LOAN SERVICES, LLC

Loan Number:

Escrow Shortage Amount Enclosed: \$

Mail To: PENNYMAC LOAN SERVICES, LLC
PO BOX 660929
DALLAS, TX 75266-0929

DONALD E PHILLIPS JR
401 FOWLERS LN
NEW LEXINGTON, OH 43764-1325

Projected Escrow Account Activity

Over the next year, PennyMac expects to pay \$1,673.34 from your escrow account. Your new monthly escrow payment is \$139.44.

Escrow Item Description	Annual Amount	Monthly Amount
Total Payments from Escrow:	\$1,673.34 ÷ 12 =	\$139.44

Below is a projection of escrow account activity from August 01, 2019 through July 31, 2020. These amounts may change when the actual payments become due.

Month	Escrow Deposit(s)	Tax Payment(s)	Insurance Payment(s)	Mortgage Insurance Payment(s)	Projected Balance
Aug 2019					\$0.00
Sep 2019	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Oct 2019	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Nov 2019	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Dec 2019	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Jan 2020	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Feb 2020	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Mar 2020	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Apr 2020	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
May 2020	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Jun 2020	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Jul 2020	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$0.00	\$0.00	\$0.00	\$0.00	

¹ Lowest projected balance.

Important Information About Mailed Payments

- **Payments with a coupon are processed the same day as receipt when received prior to 8:00 AM PST. Overnight payments with a coupon are processed the same day as receipt when received prior to 10:30 AM PST. Payments not processed the same day are effective dated to the date of receipt.**
- **Please make checks payable to PennyMac Loan Services, LLC. Postdated checks are processed the same date as receipt.**
- **Please do not send cash. Payment instructions are limited to the information provided by PennyMac on the payment coupon only.**
- **Please sign and write your account number on your check or money order.**

Periodic & Partial Payment Policy

If you send us your payment with additional funds and don't specify how you want that money applied, we will first post payment(s) to bring your loan current. Any remaining money will then be applied based on a payment hierarchy towards outstanding escrow shortages and fees before any funds are posted as a principal reduction. Funds may be applied based on the perceived customer intent. For example, if the received amount is equal to the periodic payment due plus an exact match to outstanding late charges due on the loan, PennyMac may apply the excess funds to late charges due amounts rather than applying excess funds to an escrow shortage based on the payment hierarchy. If the money you sent wasn't enough for a payment, it will be applied to your loan as unapplied funds. For escrowed loans, we will accept a payment that is less than your periodic payment by an amount up to \$50.00. PennyMac will short your escrow account by the amount necessary to make the full periodic payment. Please note this may cause an escrow shortage in the future, which will result in an increase in your payment. For non-escrowed loans, we will accept a payment that is less than your periodic payment by an amount up to \$10.00. We will use a corporate advance, which will be billed to your account, to make the full periodic payment. Depending on the requirements of your loan documents, owner/insurer/guarantor of your loan or applicable law, and depending on the status of your account, partial payments that are outside the tolerances described above may be promptly returned to you, applied to your account, or held in a non-interest bearing account until additional funds sufficient to equal a periodic payment are received.

Your Escrow Shortage and/or Reserve

Based on the projected activity above, our review shows that your escrow balance is less than \$0. This means you have a deficiency (meaning negative balance) of (\$6,680.25), and an additional required balance of \$14.97 to satisfy the reserve. See the lowest projected balance in the table above to find out when this will occur.

Lowest Projected Balance	\$263.91
Minimum Required Balance	\$278.88
Escrow Shortage and/or Escrow Reserve	\$14.97

PennyMac requires a minimum balance up to one-sixth of the estimated total annual payments from your escrow account, unless state law or your mortgage contract requires less, to help cover any unexpected increases in taxes and/or insurance. The minimum required balance does not include mortgage insurance.

Escrow Account History

The following is the statement of activity in your escrow account from June 05, 2019 through July 31, 2019.

The table below shows the Projected and Actual account history for the previous escrow account period. If no information appears under the projected columns, you were not provided a projection for the previous 12-month period.

Month	Payments		Disbursements		Escrow Balance	
	Projected	Actual	Projected	Description	Actual	Description
Beginning Escrow Balance						(\$6,680.25)
Jul 2019		\$7,362.54 *E			\$0.00	
Ending Escrow Balance						\$682.29
Totals	\$0.00	\$7,362.54	\$0.00		\$0.00	




² Lowest actual balance.

An asterisk '*' beside an amount indicates a difference from projected activity, either in the amount or the date.

The letter 'E' beside an amount indicates that the payment has not yet occurred, but is estimated to occur as shown.

At the time of analysis, PennyMac assumes that you will make all scheduled mortgage payments by or before the effective date of your new payment (shown in the Projected Escrow Account Activity section above).

Other Important Information

How to Contact Us	 www.PennyMacUSA.com Available 24/7 on all your devices: PC, Tablet, and Mobile. <i>El sitio web y las declaraciones están disponibles en español.</i> Go Paperless today!	 PennyMac Customer Service: (800) 777 - 4001 M - F: 6:00 AM - 6:00 PM PT Sat: 7:00 AM - 11:00 AM PT Fax: (866) 577 - 7205	 PennyMac Loan Services, LLC Attn: Correspondence Unit P.O. Box 514387 Los Angeles, CA 90051-4387 Notices of error or information requests must be mailed to this address.
How to Make a Payment	Auto-Pay *: Enroll in Auto-Pay, on our website, to set up recurring payments from the bank account of your choice. Pay Online: Make a one-time payment on our website.	Pay-by-Phone: (800) 777-4001 <i>(Fees may apply to use this service)</i> Western Union: Code City: <i>PennyMac</i> Pay To: <i>PennyMac Loan Services</i> Code State: <i>CA</i> ID Number: <i>Enter Loan Number</i>	Check **: Mail to PennyMac: Standard Address: P.O. Box 660929 Dallas, TX 75266-0929 Overnight Address: Attn: Lockbox Operations 20500 Belshaw Ave. Carson, CA 90746
Tax and Insurance Information	Property Tax Bills: If you receive a tax bill, you do not need to take any action. (Please note: Supplemental/ Additional tax bills are the responsibility of the homeowner; PennyMac will pay them from the escrow account upon request.)	General Insurance Questions: (866) 318-0208 Insurance Information: Any time there is a change to your insurance policy please provide your insurance carrier the following information: Mortgagee Clause: PennyMac Loan Services, LLC Its Successors and/or Assigns P.O. Box 6618 Springfield, OH 45501-6618	
Credit Reporting Information	We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.		
Important Consumer Information	This is an attempt by a debt collector to collect a debt and any information obtained will be used for that purpose. However, if your account is subject to pending bankruptcy proceedings or if you have received a discharge in bankruptcy, this statement is for informational purposes only and is not an attempt to collect a debt against you personally.		
Requests for prior payment adjustments: To request funds for a prior payment be applied differently, you must notify PennyMac within 90 days of the original transaction. After 90 days, we will only change the application of funds if the transaction was applied contrary to your documented instructions.			

* If you are enrolled in a PennyMac Auto-Pay program, and received a payment change notification, the new payment amount will be drafted on your scheduled draft date. (The principal curtailment amount will not change.) If you pay via online bill payment, please update the payment amount with your financial institution to ensure timely processing of your payment.

** When you pay with a check, you authorize PennyMac either to use information from your check to make a one-time electronic fund transfer (EFT) from your account, or to process the payment as a check transaction. When we use information from your check to make an EFT, funds may be withdrawn from your account on the same day PennyMac receives your payment. Please note that your financial institution will not send back your check. If funds are returned unpaid, a return service charge may be assessed to your loan whether processing your payment as a check or an EFT, as allowed by applicable law.

In accordance with the Fair Debt Collection Practices Act, 15 U.S.C. section 1692 et seq., debt collectors are prohibited from engaging in abusive, deceptive, and unfair debt collection efforts, including but not limited to: (i) the use or threat of violence; (ii) the use of obscene or profane language; and (iii) repeated phone calls made with the intent to annoy, abuse, or harass.

NEW YORK - If a creditor or debt collector receives a money judgment against you in court, state and federal laws prevent the following types of income from being taken to pay the debt: 1) Supplemental security income (SSI); 2) Social security; 3) Public assistance (welfare); 4) Spousal support, maintenance (alimony) or child support; 5) Unemployment benefits; 6) Disability benefits; 7) Workers' compensation benefits; 8) Public or private pensions; 9) Veterans' benefits; 10) Federal student loans, federal student grants, and federal work study funds; and 11) Ninety percent of your wages or salary earned in the last sixty days. PennyMac Loan Services, LLC is registered with the Superintendent of the New York State Department of Financial Services (Department). You may obtain further information or file a complaint by calling the Department's Consumer Assistance Unit at 1-800-342-3736 or by visiting www.dfs.ny.gov.

OREGON - Residential mortgage loan servicers are regulated by the Oregon Division of Financial Regulation. To file a complaint, call (866) 814-9710 or visit <http://dfr.oregon.gov>.